



**Milwaukee Area Technical College
Paramedic Technician Program**

AFFILIATION AGREEMENT FOR PRACTICUM EXPERIENCE

This Agreement is made effective the ____th day of _____, 2021 (Effective Date) by and between the Milwaukee Area Technical College District, a Wisconsin institution for technical education and training ("MATC"), and, the City of Milwaukee by and through its Fire Department (the "Experience Setting").

WITNESSETH

WHEREAS, MATC administers educational curricula for various education programs (each a "Program" and collectively the "Programs"), and seeks to provide, as part of the Program curricula, supervised practicum experiences for MATC students enrolled in the Programs ("Students"); and the Experience Setting.

WHEREAS, the Experience Setting provides services or engages in activities consistent with the one or more Programs and seeks to train future professionals by providing Students with supervised practicum experiences at the Experience Setting sites, consistent with the educational objectives of Students and MATC; and the Experience Setting.

WHEREAS, MATC and the Experience Setting have determined that each may best accomplish its objectives by mutual assistance, and seek to describe their affiliation in this Agreement;

WHEREAS, it is to the mutual interest and advantage of both MATC and the Experience Setting that the Students be given the opportunity to supplement academic preparation for the practice of their profession with clinical experience provided by the Experience Setting. The parties agree that by working together they will be contributing to the development of a highly qualified pool of EMS providers.

NOW THEREFORE, in consideration for the mutual promises contained herein, MATC and the Experience Setting agree as follows:

AGREEMENT

1. **MATC RIGHTS AND RESPONSIBILITIES.** In addition to its rights and responsibilities described elsewhere in this Agreement, MATC shall have the following rights and responsibilities:

1.1 **Preparation of Students for Practicum Placement.** MATC shall ensure, through qualified faculty, that each Student assigned to the Experience Setting is adequately prepared to benefit from such assignment. A Student's preparedness shall be measured by: (i)

academic performance indicating an ability to understand what Student will observe and/or perform during the placement; and (ii) appreciation of the nature and seriousness of the work Student will observe and/or perform.

1.2 Assigning Students to the Experience Setting. After receiving from the Experience Setting the number of placements available for Students, MATC shall select Students to be assigned to the Experience Setting. MATC shall notify the Experience Setting of the Students assigned to the Experience Setting, and each Student's availability for participation in practicum experiences in advance of such placement. The Experience Setting reserves the right to reject the placement of any individual Students at any time in its sole discretion.

1.3 Educational Coordinator. MATC shall appoint a faculty member to serve as Educational Coordinator for each Program, and shall communicate his or her name, title and telephone number to the Experience Setting. The Educational Coordinator shall be responsible for overall management of the Students' educational experience, and may be assigned as Educational Coordinator for one or more Programs.

1.4 Professional Liability Insurance. MATC shall ensure that each Student assigned to the Experience Setting carries no less than the required amounts and quality of professional liability insurance required to be carried by MATC pursuant to Section 7.1 of this Agreement. This coverage shall be provided at no cost to the Experience Setting.

1.5 Accreditation and Licensure. MATC shall maintain, at all times during the term of this Agreement: (i) accreditation as an educational institution; and (ii) all licensures and approvals from the State of Wisconsin necessary to the applicable Program. MATC shall promptly notify the Experience Setting of any change in its accreditation or licensure status, but in no case shall such notification take place more than thirty (30) days after such change. MATC shall ensure that Students are properly licensed under applicable law including but not limited to Wis. Stat. § 256.15.

1.6 Background Investigative Disclosure. MATC and the Experience Setting agree that the protection of clients served by the Experience Setting is paramount to the intent of this Agreement. MATC certifies that, if required by the services provided by the Experience Setting, MATC will ensure it complies with the provisions of Wisconsin Administrative Code Chapters HFS 12 and 13, the Wisconsin Caregiver Background Check Law. MATC shall ensure that a Criminal Background Check and a Caregiver Background Check be obtained for each Student prior to placement at the Experience Setting under this Agreement. MATC shall retain all pertinent information to include 1) a Background Information Disclosure (BID) form, 2) a Wisconsin Criminal History Records Request from the Department of Justice Crime Information Bureau indicating a "no record found" response or a criminal record transcript, 3) a DHFS letter that reports the status of a person's administrative findings or license restrictions, and 4) a search for out-of-state records, tribal court proceedings and military records if indicated based on the Wisconsin Caregiver Provider Manual guidelines. MATC shall also conduct a check of the Federal Sex Offender Registry for each Student prior to placement at the Experience Setting under this Agreement. After the initial background check, MATC is required to conduct a new background check every four years for any individual Student placed at the Experience Setting, or at any time within that period when MATC has reason to believe a new check should be obtained.

2. EXPERIENCE SETTING RIGHTS AND RESPONSIBILITIES. In addition to its rights and responsibilities described elsewhere in this Agreement, the Experience Setting shall have the following rights and responsibilities:

2.1 Number of Placements. The Experience Setting shall have sole discretion to determine its capacity to accept Students for practicum placement under this Agreement, whether such capacity is described in terms of the number of Students on-site at any one time, the number of hours of supervision that the Experience Setting can provide over a period of time, or other such description of capacity. The Experience Setting shall communicate such capacity to MATC before Students may be assigned to the Experience Setting.

2.2 Site Coordinator. The Experience Setting shall appoint an employee to serve as a coordinator at the site for each Program and shall communicate his or her name, title and telephone number to MATC. The Site Coordinator shall be responsible for overall management of the experience at the Experience Setting and may be assigned as Site Coordinator for one or more Programs.

2.3 Orientation. The Experience Setting shall provide MATC faculty and Students with an orientation to the Experience Setting, including applicable policies and procedures and expectations of the Experience Setting, and a tour of the ambulance and station on Student arrival. Such orientation shall include orientation to the Experience Setting's emergency and safety protocols and policies and other orientation activities as may be mutually agreed to by MATC and the Experience Setting.

2.4 Qualified Supervision. The Experience Setting will provide qualified individuals to supervise each Student. An individual shall be qualified if he or she: (i) meets the minimum standards for EMS preceptors set forth by state of Wisconsin DHS § 110.51; (ii) demonstrates competence in the area of practice as determined by the Experience Setting; and (iii) demonstrates interest and ability in teaching.

2.5 Experience Component Requirements. The experience component offered by MATC shall in all respects be implemented and administered by the Experience Setting in a manner that meets the requirements of any agency that accredits, licenses, certifies or otherwise oversees the Program, if any, and all applicable laws. The Experience Setting shall immediately notify MATC of any change in the Experience Setting's qualifications, accreditation, licensure or eligibility status.

2.6 Inspections. The Experience Setting has the sole discretion whether to decide to, upon reasonable request, permit inspection of its premises and vehicles by MATC to be scheduled at the sole discretion of the Experience Setting.

2.7 Final Authority. The Experience Setting retains final authority for all aspects of operations at and management of the Experience Setting.

2.8 Remuneration. Students may not receive remuneration for services relating to the Program and performed for or on behalf of the Experience Setting and are not employees or agents of the Experience Setting as a result of participating in the Program.

3. JOINT RIGHTS AND RESPONSIBILITIES. In addition to their rights and responsibilities described elsewhere in this Agreement, MATC and the Experience Setting shall have the following rights and responsibilities.

3.1 Supervision and Evaluation of Students. MATC and the Experience Setting shall, in good faith, work cooperatively to assure adequate supervision and evaluation of Students while Students are on-site at the Experience Setting. Both parties shall reinforce with Students: (i) the seriousness of the service being performed at the Experience Setting; and (ii) the importance of abiding by the Experience Setting's rules and regulations. MATC shall, if the Experience Setting so desires, assure prompt feedback to the Experience Setting regarding Students' evaluation of their practicum experience at the Experience Setting. The Experience Setting shall assure reasonably prompt feedback to MATC regarding Students' performance at the Experience Setting. The Experience Setting reserves the right to remove a Student from the Experience Setting placement permanently if Student has failed to consistently perform in a satisfactory manner or the Experience Setting determines, in its sole discretion, that Student's presence is not in the best interests of the Experience Setting or its patients.

3.2 Review and Evaluation of Affiliation. MATC and the Experience Setting agree to review and evaluate any and all aspects of their affiliation at periodic intervals, and to work cooperatively to establish and maintain practicum experiences that meet their respective objectives. This Agreement may be amended or modified, pursuant to Section 6 below, to reflect changes in the parties' relationship.

4. STUDENT RIGHTS AND RESPONSIBILITIES. MATC and the Experience Setting shall instruct Students regarding Students' rights and responsibilities while onsite at the Experience Setting. Violation of any of the below shall be cause for the Experience Setting, in its sole discretion, to remove Student from the Experience Setting either temporarily or permanently. These rights and responsibilities shall include the following:

4.1 Conduct. Student shall, at all times while on the Experience Setting premises, conduct himself or herself in a professional manner and shall refrain from loud, boisterous, offensive or otherwise inappropriate conduct. Student shall refrain from the use of alcohol or the improper use of other drugs and shall not carry any firearms or other weapons while on the Experience Setting premises. Student shall abide by all policies, rules and regulations established by the Experience Setting and MATC. Failure to abide by these policies, rules and regulations may result in the student's removal from the Experience Setting by either the Experience Setting or MATC.

4.2 Timeliness. Student shall report to the Experience Setting at the assigned place and time. Student shall immediately inform the Experience Setting and MATC of Student's inability to report to the Experience Setting as assigned.

4.3 Uniform and Identification. Student shall wear the uniform or other clothing as directed by MATC. Student shall display proper identification as directed by the Experience Setting. Student's appearance shall be, at all times, neat and clean.

4.4 Personal Expenses. While at the Experience Setting, Student shall be responsible for Student's personal expenses such as meals, travel, medical care and insurance, and any other fees required by the Experience Setting in order to complete the practicum.

4.5 Evaluation of Practicum Experience. Student shall, upon request of MATC, or the Experience Setting, provide a candid written evaluation of the practicum experience at the Experience Setting including, without limitation, preparation for the on-site experience, orientation to the Experience Setting and experience and supervision at the Experience Setting.

4.6 Access. The Experience Setting may refuse access to its clinical areas to any MATC personnel or Student who does not meet the Experience Setting's standards for safety, health, or ethical conduct. The Experience Setting and MATC shall resolve all problem situations in favor of the patient's welfare, and the Experience Setting may restrict the Student from that patient situation until the incident can be resolved by the staff and the instructor.

5. STUDENT HEALTH POLICIES

5.1 Student Injury or Illness. The Experience Setting shall promptly notify MATC that Student has been injured or has become ill. Student shall bear full financial responsibility for charges associated with any treatment for injury or illness regardless of whether the same is caused by the Experience Setting. MATC provides "accident only" insurance coverage for enrolled students which provides coverage for medical costs and treatment of injuries, as stated in the policy. Students that are not employees of the city of Milwaukee shall be responsible to print and carry accident insurance cards and for filing and administration of any claims under the student accident insurance policy.

5.2 Immunizations. MATC shall assure that Student has received and is current on immunizations and vaccines for tuberculosis, Hepatitis B virus vaccinations and titers, as specified in CDC guidelines, Tetanus/diphtheria vaccine or tetanus/diphtheria/acellular pertussis (Tdap), measles, mumps, rubella (MMR) vaccine, Polio vaccine, SARS-CoV-2 before reporting to the Experience Setting.

5.3 OSHA Policies. The Experience Setting shall instruct Students regarding precautions and other procedures to protect Students, the public and the Experience Setting personnel from workplace hazards.

5.4 PPE policies. Students shall at all times adhere to the current policies specific to personal protective equipment (PPE) set forth by the Experience Setting. These policies shall be adhered to while at the Experience Setting and during all patient care encounters.

6. TERM AND TERMINATION

6.1 This Agreement shall remain in effect until terminated by either party. Either party may terminate this Agreement upon thirty (30) days written notice by certified mail with return receipt requested.

6.2 Immediate Termination. MATC may immediately terminate this Agreement and any and all Program Addenda if the Experience Setting fails to maintain full and unrestricted accreditation, licensure and, if applicable, eligibility as required under Section 2.5 of this Agreement. The Experience Setting may terminate this Agreement immediately upon written notice to MATC if MATC fails to maintain full and unrestricted accreditation and licensure as required under Section 1.5 of this Agreement.

6.3 Termination with Site Coordinator Unavailability. If, for any reason whatsoever, the Site Coordinator becomes unavailable to participate in this Agreement the Experience Setting shall be allowed to immediately terminate this Agreement without liability to MATC.

6.4 Effect of Termination. Sections 6.4, 7.2, 7.4, 8, 10, 11, 12, 14, 17, 18, 19, 22, 23 and any other section(s) which by its/their meaning is/are implied to survive termination shall continue in force and effect following the termination or expiration of this Agreement. Upon termination of this Agreement, no party shall have any further obligation hereunder except for obligations accruing under the terms of this Agreement prior to the date of termination or those terms which survive termination of this Agreement.

6.5 Amendments and Modifications. This Agreement may be changed at any time with the written approval of the parties. Such amendments or modifications will be written, signed by the parties and made a part of this Agreement.

7. LIABILITY AND INSURANCE.

7.1 MATC. MATC shall maintain, at no cost to the Experience Setting, general and professional liability insurance covering MATC as an entity and each of its employees and agents against general and professional liability claims, in the minimum amount of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate per year. Evidence of such insurance shall be provided to the Experience Setting upon request.

7.2 Liability for Student Actions. Student shall, at all times, be considered an agent of MATC and MATC shall be liable to Student for any losses, claims, liabilities, and damages sustained by Student at the Experience Setting and shall be jointly and severally liable for any losses, claims, liabilities, and damages sustained by the Experience Setting or any third party caused by Student's acts, omissions, or breach of this Agreement.

7.3 Patient Care. The Experience Setting retains primary responsibility for patient care and treatment and for directing the services rendered by students under this Agreement. The Student shall not render direct patient care or treatment without the supervision by the Experience Setting.

7.4 **INDEMNIFICATION. MATC shall indemnify the Experience Setting and its officers, agents and employees for all losses, damages, costs, expenses, judgments, accrued interest, liabilities, or decrees arising out of any claim, action in a court, or proceeding before an administrative agency that is brought against the Experience Setting or any of its subcontractors, officers, agents, or employees for the acts or omissions of MATC or any of its subcontractors, officers, agents, students, or employees in whole or in part in the performance of the covenants, acts, matters or things covered by this Agreement, or for injury or damage caused by the alleged acts or omissions of MATC or any of its subcontractors, its officers, agents, students, or employees. The Experience Setting will, at its sole option, decide whether to tender the defense of any claim, action in court, or proceeding before an administrative agency in which MATC has a duty to indemnify to MATC or MATC's insurer and upon such tender it shall be the duty of MATC and MATC's insurer to defend such claim, action, or proceeding without cost or expense to the Experience Setting or its officers, agents, or employees using counsel selected by MATC and MATC's insurer and approved by the Experience Setting. MATC shall not settle any claim, action in**

any court, or proceeding before an administrative agency relating to the Experience Setting unless the Experience Setting consents to the settlement in writing.

8. NOTICES AND COMMUNICATION.

8.1 Notices. All notices under this Agreement shall be given in writing and shall be deemed to have been properly given when delivered:

If to MATC:

Office of the General Counsel

Milwaukee Area Technical College

700 W. State St., Room M-278

Milwaukee, WI 53233

If to the Experience Setting:

Milwaukee Fire Department

Emergency Medical Services Division

711 W. Wells St.

Milwaukee, WI 53233

or at other such addresses as a party from time to time may designate by written notice to the other party.

8.2 The parties agree to promptly notify the other by phone and in writing as soon as possible of an incident involving any of the other's faculty, staff, agents, employees, or students, which may result in an action against the other.

9. NON-EXCLUSIVE. The parties agree that MATC shall be free to enter into similar agreements with other facilities, and that the Experience Setting shall be free to enter into similar agreements with other educational institutions.

10. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the Laws of the State of Wisconsin. Any litigation relating to the formation, interpretation or alleged breach of this Agreement must be brought in the state and federal courts having jurisdiction in Milwaukee County, Wisconsin, and MATC consents to the jurisdiction of such courts.

11. INVALID PROVISION. If any term of this Agreement is, to any extent, held invalid or incapable of being enforced, such term shall be excluded only to the extent of such invalidity or unenforceability. All other terms hereof shall remain in full force and effect and, to the extent possible, any invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or

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Mequon Campus
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West Allis Campus
1200 South 71st Street
West Allis, WI 53214-3110

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unenforceable term as determined by the Experience Setting. If such invalid or unenforceable term has a material and adverse effect on a party and a valid and enforceable replacement that comes closest to expressing the intention of such invalid or unenforceable term as determined by the Experience Setting cannot be created, the party materially and adversely impacted shall be allowed to terminate the Agreement with thirty (30) days advanced notice to the other party. Should any local, state or national regulatory authority having jurisdiction over the Experience Setting impose a valid and enforceable order upon the Experience Setting which has the effect of changing or superseding any term or condition of the Agreement, such order shall be complied with, but only so long as such order remains in effect and only to the extent actually necessary under the law. In such event, the Agreement shall remain in effect and be modified or terminated in the manner provided for by this Section.

12. ASSIGNMENT. No assignment by a party of this Agreement or its rights and responsibilities hereunder shall be valid without the specific written consent of the other party.

13. RELATIONSHIP OF PARTIES. MATC and the Experience Setting, including their respective agents and employees, shall be, at all times, independent contractors of the other. Nothing in this Agreement is intended or shall be construed to create a joint venture relationship, a partnership, a lease, or a landlord/tenant relationship. Further, nothing in this Agreement shall be construed to create a partnership, joint venture, or agency or to authorize either party to act for the other in any manner. Students and faculty of MATC shall not be considered to be employees of the Experience Setting, and shall not be entitled to any benefits that the Experience Setting provides to its employees. Should any governmental agency question or challenge the independent contractor status of MATC, the Experience Setting or their employees, both MATC and the Experience Setting, upon receipt by either of them of notice, shall promptly notify the other party and afford the other party the opportunity to participate in any government agency discussion or negotiations, irrespective of how such discussions are initiated.

14. CONFIDENTIALITY OF RECORDS

14.1 14.1 Student Records. MATC and the Experience Setting acknowledge that many student educational records are protected by the Family Educational Rights and Privacy Act ("FERPA") and that, generally, student permission must be obtained before releasing specific student data to anyone other than MATC. MATC agrees to provide the Experience Setting with guidance with respect to compliance with FERPA.

14.2 Patient Privacy and Data Handling. This Subsection applies if MATC and/or Student receives or collects under this Agreement, any of the following: "protected health information" as defined by 45 CFR § 160.103 and Wis. Stat. §146.816; "registration records" or "treatment records" as defined in Wis. Stats. § 51.30; or "patient health care records" as defined in Wis. Stats. § 146.81 (collectively, "Patient Records"). MATC represents that (1) MATC is a "covered entity" for purposes of the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA"), or (2) the Experience Setting is not a "covered entity," but has entered into a Business Associate Agreement with the Experience Setting, which is attached hereto. MATC and any subcontractors and Student(s) will comply with all applicable state and federal medical privacy laws, including, but not limited to, HIPAA and Wis. Stats. §§ 51.30, 146.816 and 146.82. MATC further covenants and agrees that it will enter into a Business Associate Agreement as required by HIPAA with any subcontractor with access to Patient Records under this Agreement, and will provide a copy of such subcontract to the Experience Setting prior to any subcontractor providing any services related to this Agreement.

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14.3 Other Records. MATC and the Experience Setting acknowledge that the confidentiality of other records, if any, shall be maintained to the extent allowed under applicable laws, rules, regulations, and court orders. MATC acknowledges that information related to the Experience Setting's billing practices and rates are considered confidential information. MATC will not, without prior written approval from Experience Setting, make the same available to any individual, agency, public body or organization except as required by the Agreement or by any applicable law or legal process.

15. NON-DISCRIMINATION. The parties shall not discriminate against any person in any actions taken as a result of this Agreement on the basis of sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status or sexual orientation, gender identity or expression, victimhood of domestic abuse or sexual assault, past or present membership in the military service, HIV status, domestic partnership, genetic identity, homelessness, or familial status. MATC will cause the foregoing provision to be included in all subcontracts made pursuant to this Agreement. MCO 109-3-e. No person in the United States shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement. The parties will comply with all requirements imposed by or pursuant to the regulations of the appropriate federal agency effectuating Title VI of the Civil Rights Act of 1964. The parties agree to comply with all applicable requirements of the Americans with Disabilities Act of 1990. 42 U.S.C. 12101, et seq. Each party will make reasonable accommodations to assure accessibility to training programs for persons with disabilities.

17. IMMUNITY. The parties acknowledge that they are both governmental entities entitled to governmental immunity under the common law and under Section 893.80 of the Wisconsin Statutes, and the parties agree that nothing contained herein shall waive the rights and defenses to which each party may otherwise be entitled, including all of the immunities, limitations, and defenses under Section 893.80 of the Wisconsin Statutes (2007-2008) or any amendments thereof. Nothing in this Agreement shall be construed to waive any privilege, right of recovery, cause of action, defense, remedy, category of damages, or immunity to which the Experience Setting is entitled under common law, or federal, state, or local law; waiver of any of the foregoing may only be accomplished in writing by an individual with the authority to bind the Experience Setting.

18. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties and contains all the agreements between the parties with respect to the subject hereof. This Agreement supersedes any and all other agreements, in writing or oral, between the parties hereto with respect to the subject matter thereof.

19. 3rd PARY RIGHTS. The Agreement is not a third-party beneficiary contract, and confers no rights upon any student or employees of MATC.

20. FORCE MAJEURE. Notwithstanding any other provision in this Agreement, neither party shall be liable or held responsible for any failure to perform or delays in performing its obligations under this Agreement which result from circumstances or causes beyond the party's reasonable control, including, without limitation, acts or omissions of the other party or third parties, fire or casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority.

21. CONFLICT OF INTEREST. Any contract in which a member of the City of Milwaukee Common Council is an interested party shall be voidable at the sole discretion of Experience Setting.

22. PUBLIC RECORDS. Both parties understand that the Experience Setting is bound by the Public Records Law, and as such, all of the terms of this Agreement are subject to and conditioned on the provisions of Wis. Stat. §§ 19.21-.39. MATC acknowledges that it is obligated to assist the Experience Setting in retaining and producing records that are subject to the Public Records Law, that the failure to do so shall constitute a material breach of this Agreement, and that MATC must defend and hold harmless the Experience Setting from liability under that law. Except as otherwise authorized, those records shall be maintained for seven years after termination or completion of this Agreement.

23. COUNTERPARTS. The Agreement may be executed in counterparts, each of which shall be deemed an original. All counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

MILWAUKEE AREA TECHNICAL COLLEGE:

By: _____

Its: _____

Date: _____

EXPERIENCE SETTING:

By: _____

Its: _____

Date: _____